

UNITED STATES DISTRICT COURT  
EASTERN DISTRICT OF NEW YORK

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SUNG K. BAE, HYUN S. PARK, GUN D. YOO, and  
JEONG J. LEE,

Plaintiffs,

INDEX NO: CV 11-6240

-against-

HWAN K. KIM, JEUNG S. LEE, SARANGBANG  
TWO CORP., SOL BAWOO KOREAN  
RESTAURANT and NEW YORK CHINESE  
RESTAURANT,

STIPULATION OF  
SETTLEMENT

Defendants.

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This Stipulation of Settlement (“Stipulation”) is made and entered into this 21 day of November, 2012, by and between SUNG K. BAE, HYUN S. PARK, GUN D. YOO, and JEONG J. LEE (“Plaintiffs”) and HWAN K. KIM, JEUNG S. LEE, SOL BAWOO KOREAN RESTAURANT and NEW YORK CHINESE RESTAURANT (“Represented Defendants”).

The Plaintiffs and Defendants (“Parties” and each a “Party”), intending to be legally bound, covenant, agree and represent as follows:

**WHEREAS** the Plaintiffs filed an action naming the Represented Defendants as defendants in the United States District Court, Eastern District of New York entitled *Sung K. Bae, Hyun S. Park, Gun D. Yoo, and Jeong J. Lee v. Hwan K. Kim, Jeung S. Lee, Sarangbang Two Corp., Sol Bawoo Korean Restaurant and New York Chinese Restaurant*, Index No. CV 11-6240 (NG) (JMA) (the “Action”); and

**WHEREAS** Represented Defendant Jeung S. Lee’s legal name is Jeong Sook Lee, also known as Jeong S. Lee and once spelled as Joung Sook Lee; and

**WHEREAS** the Parties wish to enter into this Stipulation to settle any and all claims they may have in reference to the Action, and to avoid the expense and inconvenience of further litigation.

**NOW, THEREFORE**, it is stipulated and agreed as follows:

1. Represented Defendants Hwang K. Kim, individually, Jeong S. Lee individually, Sol Bawoo Korean Restaurant and New York Chinese Restaurant together shall execute an **AFFIDAVIT OF CONFESSION OF JUDGMENT** in the amount of \$50,000.00 (fifty thousand dollars) and deliver the said affidavit to the Plaintiffs at the time of execution of this Stipulation.

2. Represented Defendants Hwan K. Kim and Jeong S. Lee shall provide their Social Security numbers and the Tax ID numbers of their incorporated restaurant(s) to Plaintiffs' Attorney, Hana Kim, Esq. or other duly licensed attorneys of the MinKwon Center for Community Action on a strictly "Attorney's Eyes Only" basis. The Parties and Plaintiffs' Attorney Hana Kim, Esq. agree that, except as required by law, the said Social Security numbers and Tax ID numbers shall be kept entirely confidential and will not be disclosed, directly or indirectly, to any entity or individual whatsoever other than Plaintiffs' Attorney or a duly licensed attorney of the MinKwon Center for Community Action.

3. The Parties agree that they have consented to the supervision by United States Magistrate Judge Joan M. Azrack of the Parties' settlement and this Stipulation and the terms thereof.

4. All Parties agree to execute the Stipulation of Discontinuance and Withdrawal of the Action, annexed hereto, concurrent with execution of this Stipulation. Counsel for the Represented Defendants will cause such Stipulation of Discontinuance and Withdrawal to be

filed with the United States District Court, Eastern District of New York, upon execution of this Stipulation.

5. All Parties agree to execute the General Mutual Release, annexed hereto, concurrent with the execution of this Stipulation.

6. The Parties shall each promptly inform the other Parties or their attorneys of any change of address.

7. In the event that a Party to this Stipulation breaches any of its terms, the prevailing Party shall be entitled to all court costs, disbursements and reasonable attorneys' fees incurred in enforcing the said terms against the Party in breach. The Parties agree not to challenge the enforceability of the Stipulation.

8. The Parties agree that this Stipulation will be governed by the laws of the State of New York.

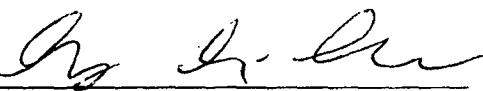
9. The Parties further agree that this Stipulation may not be changed, modified, superseded, canceled or terminated except by an express written agreement signed by all the Parties or their attorneys on their behalf which makes specific reference to this Stipulation.

10. The Parties further agree that this Stipulation has been jointly drafted and negotiated with the assistance of counsel for each Party and that any ambiguity shall not be construed against any Party as the drafter of the Stipulation.

11. The Parties acknowledge and represent that each has been, or has had the opportunity to be, represented by counsel of his or her own choosing in the negotiation and execution of this Stipulation, has read the entire Stipulation and is fully aware of its legal effect, and shall each pay their own legal fees and costs.

12. The Stipulation contains the entire agreement between the Plaintiffs and the Defendants with regard to the matters set forth herein.

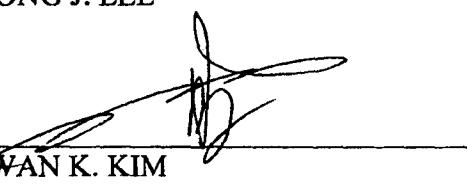
Dated: Bayside, New York  
November 21, 2012

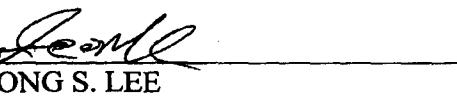
  
SUNG K. BAE

  
HYUN S. PARK

  
GUN D. YOO

  
JEONG J. LEE

  
HWAN K. KIM

  
JEONG S. LEE

SOL BAWOO KOREAN RESTAURANT CORP.

By:   
HWAN K. KIM

SOL BA WOO KOREAN RESTAURANT CORP. D/B/A  
NEW YORK CHINESE RESTAURANT

By:   
HWAN K. KIM

**SO ORDERED.**

S/JMA

December 3, 2012

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**Joan M. Azrack**  
**United States Magistrate Judge**

**GENERAL MUTUAL RELEASE**

TO ALL WHOM THESE PRESENTS SHALL COME, OR MAY CONCERN:

GREETING, KNOW YE, that in exchange for the execution of the parties' Stipulation of Settlement and the promises therein, each of SUNG K. BAE, individually, HYUN S. PARK, individually, GUN D. YOO, individually, JEONG J. LEE, individually, HWAN K. KIM, individually, JEONG S. LEE (a/k/a Jeong Sook Lee, once spelled as Joung Sook Lee, and captioned as Jeung S. Lee), individually, SOL BAWOO KOREAN RESTAURAUNT, and NEW YORK CHINESE RESTAURANT, hereby exchange mutual releases and forever discharge each other's officers, directors, agents, representatives, heirs, executors, administrators, successors and assigns of and from all manner of actions, causes of action, suits, debts, dues, sums of money, accounts, reckoning, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law, in admiralty, or in equity, which against any and all parties ever had, now has or which it or its successors hereafter can, shall or may have for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of the date of these presents.

More particularly, but in no way limiting its full force and effect, this Release pertains to the Action as defined and set forth in the parties' Stipulation of Settlement and to any and all actions of any kind by any party whatsoever in any way related to the allegations of the Action, provided, however, that none of the parties releases any claim based upon breach of the terms of the Stipulation of Settlement or otherwise unrelated to the allegations of the Action.

This release may not be changed orally.

In Witness Whereof, both Plaintiffs and Defendants have hereunto set their hand and seal  
on the 21<sup>st</sup> day of November, 2012.



SUNG K. BAE

STATE OF NEW YORK )  
ss.:  
COUNTY OF QUEENS )

On the 19 day of November, 2012 before me, the undersigned, personally appeared  
SUNG K. BAE, personally known to me or proved to me on the basis of satisfactory evidence to  
be the individual whose name is subscribed to the within instrument and acknowledged to me  
that he executed the same in his capacity, and that by his signature on the instrument, the  
individual, or the person upon behalf of which the individual acted, executed the instrument.

STEVEN CHOI  
Notary Public State of New York  
No. 02CH6134256  
Qualified in Westchester County  
Commission Expires Sept. 26, 2013

  
Notary Public

HYUN S. PARK

STATE OF NEW YORK )  
ss.:  
COUNTY OF QUEENS )

On the 19 day of November, 2012 before me, the undersigned, personally appeared  
HYUN S. PARK, personally known to me or proved to me on the basis of satisfactory evidence  
to be the individual whose name is subscribed to the within instrument and acknowledged to me  
that he executed the same in his capacity, and that by his signature on the instrument, the  
individual, or the person upon behalf of which the individual acted, executed the instrument.

HYUN S. PARK  
Notary Public State of New York  
No. 02CH6134256  
Qualified in Westchester County  
Commission Expires Sept. 26, 2013

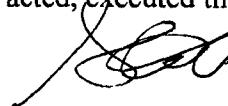
  
Notary Public



GUN D. YOO

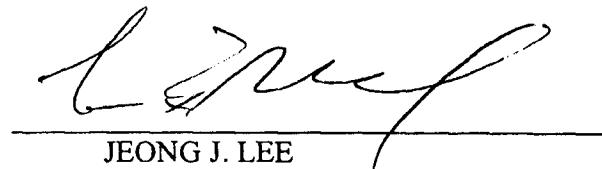
STATE OF NEW YORK )  
ss.:  
COUNTY OF QUEENS )

On the 19 day of November, 2012 before me, the undersigned, personally appeared GUN D. YOO, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



STEVEN CHOI  
Notary Public, State of New York  
No. 02CH6134256  
Qualified in Westchester County  
Commission Expires Sept. 26, 2013

Notary Public



JEONG J. LEE

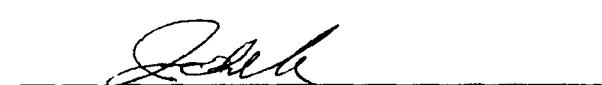
STATE OF NEW YORK )  
ss.:  
COUNTY OF QUEENS )

On the 19 day of November 2012 before me, the undersigned, personally appeared JEONG J. LEE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.



STEVEN CHOI  
Notary Public, State of New York  
No. 02CH6134256  
Qualified in Westchester County  
Commission Expires Sept. 26, 2013

Notary Public



JEONG S. LEE, individually

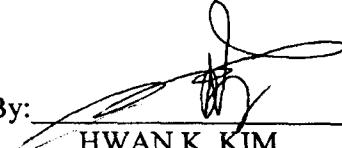
STATE OF NEW YORK )  
ss.:  
COUNTY OF Queens )

On the 21<sup>st</sup> day of November, 2012 before me, the undersigned, personally appeared J JEONG S. LEE, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christine Chu  
Notary Public

Christine Chu  
Commissioner of Deeds, City of New York  
Number: 4-7407  
Certificate filed in: Queens County  
Term expires: September 1, 2014

SOL BAWOO RESTAURANT CORP.

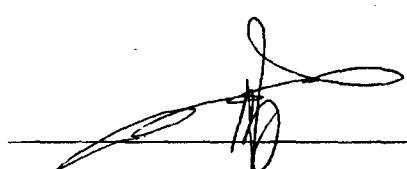
By: 

HWAN K. KIM

SOL BA WOO KOREAN RESTAURANT CORP D/B/A  
NEW YORK CHINESE RESTAURANT

By: 

HWAN K. KIM

  
HWAN K. KIM, individually

STATE OF NEW YORK )  
ss.:  
COUNTY OF Queens )

On the 21 day of November 2012 before me, the undersigned, personally appeared HWAN K. KIM, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Christine Chu  
Notary Public

Christine Chu  
Commissioner of Deeds, City of New York  
Number: 4-7407  
Certificate filed in: Queens County  
Term expires: September 1, 2014